

REQUEST FOR QUALIFICATIONS

Strategic Planning Services



July 19, 2017

Table of Contents

Objective	3
Background	3
Procurement Schedule	5
1. Scope of Services	6
2. Submittal Requirements	7
3. Additional Information	8
4. Evaluation Criteria	14
5. Award Criteria	14
6. Eligibility for Award	17
7. Contract and Contract Negotiations	18
8. Federal Clauses for Procurement of Professional Services	19
EXHIBIT A: Receipt of Federal Clauses	32
EXHIBIT B: Debarment and Suspension Certification for Prospective Contractor	33
EXHIBIT C: Debarment and Suspension Certification (Lower-Tier Covered Transaction)	34
EXHIBIT D: Non-Collusion Affidavit	35
EXHIBIT E: Lobbying Certification	36
EXHIBIT F: Request for Clarifications/Substitutions	37
EXHIBIT G: Acknowledgement of Addenda	38
EXHIBIT H: Bidders List Data Form	39
EXHIBIT I: Conflict of Interest Disclosure Statement	40
EXHIBIT J: Required DBE Participation Form	46
EXHIBIT K: Required DBE Confirmation Form	47

REQUEST FOR QUALIFICATIONS (“RFQ”)**SPECIFICATION NO. 07-17****Strategic Planning Services****OBJECTIVE**

The Transit Authority of the City of Omaha, d/b/a Metro (“Metro”), solicits Statement of Qualifications (“SOQ”) from qualified firms to provide Strategic Planning Services. Metro encourages all qualified firms, including Disadvantaged Business Enterprises (DBEs) and non-DBE women and minority owned firms, to submit a SOQ either as individual prime, prime with sub-contractor(s), or through a joint venture.

BACKGROUND

Metro was established in 1972 and currently provides bus and paratransit service in the cities of Omaha, Bellevue, Ralston, Papillion and La Vista in Nebraska and Council Bluffs in Iowa. The service area population is approximately 561,920.

Metro directly operates 21 local and 7 express bus routes, with a fleet of 106 federally funded vehicles. A fleet of 28 vehicles provides complementary ADA paratransit service during the same hours of operation and service area. Bus service is available weekdays from approximately 4:30 am to 12:30 am, Saturdays from approximately 5 am to 12 am and Sundays from approximately 6 am to 9:30 pm. The fixed route fare is \$1.25, with a half fare of \$0.60 available to seniors, individuals with disabilities, and Medicare cardholders. A transfer is available for \$0.25. ADA Complementary paratransit fares are \$2.50 per ride.

The administrative and maintenance facility is located at 2222 Cuming Street in Omaha. Metro’s four transit centers include North Omaha Transit Center, Westroads Transit Center, Benson Park Transit Center, and Metro College Transit Center. Metro’s National Transit Database (NTD) Report for FY 15 provided the following financial and operating statistics for its fixed-route and paratransit service:

	Fixed Route Service	Paratransit Service
Passenger trips	3,780,468	736,623
Revenue miles	3,979,914	800,977
Operating expenses	\$24,310,595	\$2,844,743

During the last several years Metro completed a renovation of the North Omaha Transit Center, replacement of underground fuel tanks, facility improvements including air handling systems, rolling stock procurements, and engineering and design studies.

Other projects in planning include a Bus Rapid Transit (BRT) project between the Westroads Transit Center and downtown Omaha funded by a federal TIGER grant. Metro is also completing studies on a potential streetcar project. Additionally, two new facilities for passenger amenities and connections are planned for near Creighton University, near the Crossroads redevelopment area at 72nd and Dodge Streets.

GENERAL INFORMATION FOR FIRMS

Notification of Federal Participation: This project is financed in part by the Federal Transit Authority (FTA). Accordingly, federal contract standard conditions and requirements apply to this project. In the event any of these federal contract requirements are revised during the below solicitation schedule, such revision shall be incorporated therein.

All expenses and costs incurred in the preparation, submission and/or presentation of the SOQ shall be the sole responsibility of the firm(s). All reports, designs, drawings, plans, specifications, schedules, and other materials and documents, submitted with a firm's SOQ shall become the property of Metro and not returned. Additionally, all SOQ materials and documents received by Metro shall become a matter of public record and regarded as public records. As required by law, Metro will disclose such records or portions thereof.

The issuance of this RFQ, and Metro's acceptance of any and all SOQs, shall not constitute any implied or express agreement. Metro makes no guarantee that any contract will be awarded as a result of this RFQ.

PROCUREMENT SCHEDULE

The following is a **tentative** schedule for the Request for Qualifications process:

Distribute Request for Qualifications	July 19, 2017
Pre-Submission Conference (10:00 am)	July 31, 2017
Deadline to submit questions or seek clarifications	August 2, 2017
Post-Submission answers to requests and clarifications	August 4, 2017
Statement of Qualifications Due 4:00 pm CDT	August 15, 2017
Notification of Shortlisted Firms	August 22, 2017
Shortlisted Firm(s) Interviewed	Week of August 28, 2017
Notification of top-ranked firm	September 1, 2017
Notice to Proceed	September 29, 2017

1. SCOPE OF SERVICES

Background of the Request:

The following statements summarize Metro's existing situation:

- We are in the midst of planning the largest transit improvement project in the history of Metro.
- In 2013, a Regional Transit Vision was developed in conjunction with Metropolitan Area Planning Agency (MAPA). This report clearly outlined the steps toward the establishment of a regional transportation plan, but stopped short of outlining organizational changes that would further that end.
- In 2014, Metro submitted a successful application for a TIGER grant to fund a Bus Rapid Transit line. Since that point, we have been rapidly mobilizing to implement this project.
- To make the most of this massive investment in transit in Omaha, Metro staff and Board have both determined the need to draft a Vision, Mission and Goals (with both short and long-term goals) to align the direction of the organization.

Background and support documentation maybe found at:

<http://www.ometro.com/index.php/corporate/contracting-opportunities/>

Desired Outcomes:

As an organization, we are poised for growth. We recognize the benefit of having a unified approach toward the opportunities that this growth will bring. In cooperation with Metro Staff and Metro Board, the firm will:

- Clarify our organization's current purpose, structure and identity;
- Perform an in-depth assessment of current employee culture and engagement;
- Provide a detailed employee development plan that enables every employee to thrive in the Metro of tomorrow;
- Establish a forward-thinking organizational vision, mission and priorities;
- Define specific measures for goals and desired outcomes for the next five years;
- Design internal processes that enable us to respond quickly to future opportunities and challenges;
- Outline a clear strategy for change management, if needed; and
- Refine Metro's external messaging to customers, stakeholders, and other agencies to align with redefined purpose and identity.

We expect that this process will be inclusive, holistic and contextual. We know that people support what they help to create, and we expect that engagement efforts and teambuilding with *all levels* of the organization will be essential to the process. The resulting product should truly be the definition of the right process to meet our collective goal.

We also anticipate that this strategic planning process will lead to the ***development of a Six-Year Transit Development Plan to follow in 2018.***

2. SUBMITTAL REQUIREMENTS

Metro will evaluate only those SOQs which are fully responsive to this RFQ and which are received by Metro on or before **August 15, 2017 at 4:00 PM CDT (due date of the solicitation)**, or as extended by Addendum. Firm shall submit:

- One electronic copy (in a pdf format); and
- Eight (8) hard copies

Late submittals will not be considered and will be returned to firm unopened. The envelope package should be marked:

Metro – 07-17 Strategic Planning Services
2222 Cuming Street
Omaha, Nebraska 68102
Attn: Grant Administrator

(a) SUBMITTAL DOCUMENTS

1. Title Page.
2. Letter of Introduction & Transmittal, including the name and contact information of the designated person within your firm.
3. Table of Contents.
4. A brief history of the firm and the composition and experience of your proposed team and any proposed subconsultants.
5. Include individual resumes and relevant experience for primary individuals.
6. Firm's Approach to Strategic Planning with transit agencies and/or similar organizations.
7. Briefly describe the firm's experience working with federally funded governmental agencies and their governing boards.
8. Outline firm's proposed approach to Metro's strategic planning needs.
9. Include examples of recent projects.
10. Provide three (3) client letters of reference for three referenced projects. (not in page total)
11. Completed Bid Offer Cost Form. (not in page total)
12. Other supporting documentation to address evaluation criteria. (not in page total)

(b) **THE FOLLOWING ATTACHMENTS MUST BE SIGNED AND INCLUDED WITH SUBMITTALS** (Exhibits are *not* included in the submission page total)

EXHIBIT A - ACKNOWLEDGEMENT OF FEDERAL CLAUSES

EXHIBIT B - DEBARMENT AND SUSPENSION CERTIFICATION FOR PROSPECTIVE FIRM

EXHIBIT C - DEBARMENT AND SUSPENSION CERTIFICATION (LOWER-TIER COVERED TRANSACTION)

EXHIBIT D - NON-COLLUSION AFFIDAVIT

EXHIBIT E - LOBBYING CERTIFICATION

EXHIBIT F - REQUEST FOR CLARIFICATION/SUBSTITUTION
(Must be received by 4:00 pm on August 2, 2017 to be considered)

EXHIBIT G - ACKNOWLEDGEMENT OF ADDENDUM

EXHIBIT H - BIDDERS LIST FORM

EXHIBIT I – CONFLICT OF INTEREST DISCLOSURE FORM

EXHIBIT J—DBE PARTICIPATION FORM

EXHIBIT K—DBE CONFIRMATION FORM

3. ADDITIONAL INFORMATION

Metro reserves the right in its discretion to:

- amend the RFQ at any time prior to the due date by Addendum;
- Reject all SOQs;
- waive minor irregularities contained in any SOQ;
- rely upon any information obtained through its own investigation of the firm or its SOQ or that of any department, agency or any other appropriate governmental entity; and/or
- withdraw the RFQ at any time, including after the due date, without the award of a contract.

Firm may withdraw SOQs upon written request referencing the appropriate Project and Specification numbers. Requests for withdrawal should be addressed to the Grant Administrator prior to the closing date of the RFQ.

Modifications to submittals will be accepted and considered only if received prior to the closing date. All modifications shall clearly identify how and to what extent the SOQ is being modified. Where appropriate, the required number of copies of substitute forms, documentation and other materials shall be included with the modification. SOQs that are withdrawn shall be returned unopened by Metro.

Metro may request additional or clarifying information from any firm at any time.

Disadvantaged Business Enterprise (DBE)

Metro has established a specific goal for this project for DBE participation of **25%** for this solicitation. Metro's overall DBE goal for FFY 2017 – 2019 is 9.87%. Title 49, Code of Federal Regulations, Part 26, requires that the established project DBE participation goal of 25% shall be met or exceeded, or a demonstration of good faith efforts to meet the goal.

1. DBE Contract Goals

- a. Only those DBEs who are currently certified through the Unified Certification Program or DBEs having certification that can be made final through the Unified Certification Program in accordance with applicable provisions of 49 CFR Part 26 before the due date for SOQs on which a firm seeks to participate as a DBE will be considered in meeting the contract goal for this project. For a listing of Nebraska certified DBEs see: <http://dot.nebraska.gov/business-center/civil-rights/>.
- b. Firms shall, at a minimum, seek certified DBE subcontractors in the same geographic area in which they generally seek subcontractors for a given solicitation. If the firm cannot meet the DBE goals using certified DBEs from the same geographic area, the firm may expand its search to a reasonably greater geographic area.
- c. Firms are required to make good faith efforts to replace a DBE subcontractor that is unable to perform with another certified DBE subcontractor. In order to ensure compliance with this requirement, any substitution of DBE subcontractors after execution of a contract must be approved by METRO as outlined in 49 CFR Part 26.
- d. Firms are also encouraged to use the services of banks owned and controlled by minorities and women; however, this will not be counted toward the contract DBE goal.

2. Evaluation of Firm SOQs for DBE Participation

- a. Meeting DBE Goal Criteria:
 - i. The apparent qualified firm must either meet or exceed the established DBE goal(s) for the project or submit documentary evidence with their SOQ substantiating that good faith efforts were made to meet the established DBE goal(s).
- b. Required DBE Forms:
 - i. All firms are required to include a completed *DBE Participation Form and DBE Confirmation Form* with the SOQ.
 - ii. All firms are required to include a completed *Bidder's List Form* with the SOQ.

c. Required DBE Information:

Firms must present all of the required DBE information as a matter of responsiveness for consideration of the SOQs.

i. All firms shall submit the following information:

- a. The name and address of the DBE firm(s) that will participate in the project;
- b. A complete description of the work each named DBE will perform; and;
- c. The dollar amount of the participation of each DBE firm;
- d. If the project DBE goal(s) is/are not met, documentary evidence of good faith efforts.

d. Other Criteria:

- i. The SOQ will not be read if the required DBE information is not included.
- ii. If no DBE participation is intended, the *DBE Participation Form* must indicate that good faith effort documentation is included with the SOQ. A signed, blank or incomplete *DBE Participation Form* will be interpreted as meaning that no DBE participation is intended, and the SOQ deemed as not complying with submission of required DBE information and determined non-responsive.
- iii. Required DBE information shall not be subject to revision after the closing date of RFQ.
- iv. The information submitted on the *DBE Participation Form* will be verified by METRO. Errors in addition will be treated in accordance with current METRO specifications and procedures.

e. Good Faith Efforts to Secure DBE Participation

- i. If the firm fails to meet or exceed the established DBE goal, the firm must submit documentation evidencing that bona fide good faith efforts were undertaken to secure DBE participation as provided by 49 CFR Part 26, Appendix A, Part IV, quoted below:

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought

and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its

industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

f. Good Faith Efforts Reconsideration

If Metro's preliminary finding is that the firm did not demonstrate a satisfactory effort to meet the contract DBE goal(s), the firm may appeal the preliminary finding by submitting a writing request for reconsideration with three (3) days of the preliminary finding. The firm may then present information either in a written narrative supporting its good faith efforts, or may appear in person. Any and all new information not included in the original SOQ documents will be excluded from the final determination. The appeal will be heard by a hearing officer appointed by the Executive Director. The hearing officer will be an individual who is knowledgeable about the DBE Program and its good faith efforts provision, but has had no part in the preliminary finding.

The hearing officer will hear the appeal within five (5) days of receipt of the written request, and issue a written decision within three (3) days following the appeal hearing. The hearing officer's decision is administratively final, and has no further appeal.

g. Substitution of DBE

The firm awarded the contract must promptly notify Metro whenever a DBE subcontractor performing work related to this project is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The firm may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Metro.

Pre-Submission Conference. An **OPTIONAL Pre-Submission Conference is scheduled at Metro's administrative facility, 2222 Cuming Street, Omaha, NE, at 10:00 am Central Standard time, Wednesday July 26, 2017.** Tele-conference, Skype and other electronic means of attending this conference will NOT be available.

Request(s) for clarifications

Please submit all questions in writing to procurement@ometro.com using the form found in Exhibit F. Firms are prohibited from initiating contact with regard to this procurement with anyone else at the FTA, Metro, the City of Omaha or Metropolitan Area Planning Agency (MAPA) except for Metro's Grant Administrator or indicated designee.

Metro will post all questions, answers and clarifications to:

<http://www.ometro.com/corporate/contracting-opportunities>.

PROTESTS

- (a) Protests made in connection with this RFQ, shall be made in writing received by the Grant Administrator no later than ten (10) days before the closing date. All protests shall be concise, direct and sufficient to permit Metro to determine the full and complete basis of this protest. Metro shall provide a response to the protest no later than five (5) days prior to the closing date.
- (b) Appeals from the award of a contract must be made in writing and received by the Executive Director of Metro no later than ten (10) days after the earlier of the award of the contract or the announced intention of the award of the contract. Appeals shall be limited to those allowable by, and made in compliance with, the procedures established by Metro, copies of which may be obtained from the Executive Director of Metro. All appeals shall be concise, direct and sufficient to permit Metro to determine the full and complete basis of the appeal, fully supported by all current, relevant objective information, documentation or support considered necessary by the firm that is completely accurate in all material respects. Procedures for appeals from any such decision are set forth in Metro's protest procedures.
- (c) The filing or approval of any protest or appeal may result in the extension of the due date for responses to the RFQ, the issuance of an Addendum, the withdrawal

of the RFQ or the reconsideration of any award of a contract, in the sole discretion of Metro.

- (d) In the event of an appeal to the award of a contract, the award shall not be considered final or binding upon Metro unless the award is thereafter confirmed in writing by the Executive Director.
- (e) For information purposes only, each firm should understand that the FTA will not accept any protest or appeal from any decision of Metro unless Metro fails to have any written protest procedures or fails to follow such procedures for timely review of a protest. Firm must exhaust all administrative remedies with Metro before pursuing a protest with FTA. An appeal to FTA must be received by the appropriate FTA regional or Headquarters Office within five (5) working days.

4. EVALUATION CRITERIA

The best-qualified firm will be selected based upon the review of and scoring by a selection committee appointed by the Executive Director of Metro. The evaluation criteria below will serve as the basis for scoring, and each submission will be evaluated on its own merit. The following Matrix reflects the general weight of scoring parameters:

Criteria	Relative Weight
1. Overall Appearance and Flow of SOQ	10%
2. Demonstrated Experience with Like-sized Government Agency	20%
3. Team Member Experience on Government Strategic Planning Projects	10%
4. Letters of Reference for Representative Projects Included in SOQ	10%
5. Demonstrated Understanding of Metro’s Goals and Desired Outcome	20%
6. Proposed Approach to Metro’s Project	20%
7. Cost Estimate	10%
TOTAL	100%

5. AWARD CRITERIA

(a) WRITTEN SOQs

The project selection committee will review written SOQ submissions described in Section 2. These SOQs will be scored according to the Evaluation Criteria outlined in Section 4.

(b) ORAL PRESENTATIONS

Following the evaluation of written SOQs, respondents will be ranked and the highest-ranked firms will be asked to appear in person at Metro the **week of August 28, 2017**. The selection committee will then present their recommendation to the Executive Director for approval. If required, the recommendation will be forwarded to the Board of Directors for review and approval.

(c) BID OFFER COST

Firm will provide a generalized cost estimate in the following (required) **Bid Offer Cost Form** that will be reviewed by the evaluation team. The Bid Offer will be considered for its:

- (1) Clarity;
- (2) Reasonableness based upon the firm's analysis of Metro's need;
- (3) Consistency with other parts of the SOQ;
- (4) Cost of incidental expenses.

BID OFFER COST FORM
STRATEGIC PLANNING

Company Name

Base Rate	
Overhead	
Profit	
Total Billing Rate	

	Hours	Cost
Clarification of Metro’s current purpose and identity		
In-depth assessment of current employee culture and engagement		
Detailed employee development plan that enables every employee to thrive		
Establishment of a forward-thinking organizational vision, mission and priorities		
Definition of specific measures for goals and desired outcomes for the next five years		
Design for internal processes that enable us to respond quickly to future opportunities and challenges		
Outline of strategy for change management, if needed		
Refinement of Metro’s external messaging to customers, stakeholders and other agencies to align with redefined purpose and identity		
Total Hours		
Total Cost		

Signature of Authorized Representative

Date

6. ELIGIBILITY FOR AWARD

In order to be eligible for award, firms must be responsive and responsible as determined by Metro. Metro reserves the right to request additional information as needed from firms in order to assist with this determination.

(a) RESPONSIVE SOQs

Responsive SOQs are those complying in all material aspects of the RFQ including method, timeliness, and substance of the submission. SOQs that do not comply with all material aspects may be rejected as non-responsive.

(b) RESPONSIBLE FIRMS

Responsible firms are those who demonstrate that they:

- Have adequate financial resources, as required during the performance of the contract;
- Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments;
- Have met the stated DBE Goals for the project;
- Have a satisfactory record of past performance;
- Have the necessary technical capability to perform the described work;
- Not be debarred or prohibited from performing federally funded work;
- Be qualified as a regular provider of the services being offered;
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

(c) INSURANCE

Metro strongly recommends that firms confer with their respective insurance carriers and/or brokers to determine in advance of SOQ submission regarding the availability of insurance coverage.

Selected firm shall procure and maintain for the period set forth below insurance against claims for injuries to persons or damage to property or for professional errors and omissions, which may arise from or in connection with the performance of the work hereunder by the firm. Metro reserves the right to alter, amend, increase or otherwise modify the insurance requirements stated herein.

- Workers Compensation Insurance in the minimum statutory amounts under the laws of the State of Nebraska. Insurer will agree to waive all subrogation rights against Metro, its officers, officials and employees for losses arising from the work performed by the firm.
- Professional Errors and Omissions Insurance appropriate for the profession and a provision for Errors and Omissions Insurance for any sub-Contractors. Minimum of \$1,000,000 coverage. Coverage will last 5 years post project completion.

- General liability insurance of \$1,000,000 per occurrence, \$2,000,000 aggregate.
- Selected firm shall maintain automotive liability with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.
- Insurance will be placed with Nebraska admitted insurers having an AM Best & Co rating of A-VII or better.

7. CONTRACT AND CONTRACT NEGOTIATIONS

Contract negotiations will be a subsequent process outside of the RFQ process. Metro will attempt to negotiate mutually acceptable final terms and contract with the highest ranked consultant in accordance with the evaluation criteria. If an agreement cannot be reached, there will be an attempt to negotiate a contract with the second highest rated firm. This process will continue until an agreement is reached or Metro exhausts the approved list. Metro reserves the right to terminate negotiations and re-advertise this RFQ.

During contract negotiations, Metro may require more detailed cost information including, but not limited to, a breakdown of cost and rate elements. The negotiated contract shall not be binding until approved by the Executive Director or Metro's Board of Directors (if required).

8. FEDERAL CLAUSES FOR PROCUREMENT OF PROFESSIONAL SERVICES

NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS

Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly

pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

TERMINATION

Termination for Convenience by Metro.

Any Contract, or any part thereof, awarded by the Metro shall be subject to termination at any time by the Metro upon notice in writing to be effective as of the date of receipt of such notice. Upon receipt of such notice, Contractor shall, unless otherwise specified in the notice, immediately stop all Work and, to the extent permitted under each applicable subcontract or agreement, give prompt written notice to Subcontractors to cease all related Work. In the event this Agreement is terminated by application of this Section, Contractor shall have no claim, right, remedy or entitlement for damages, compensation or equitable relief for early termination other than as provided in Section (2). Contractor waives any other right, remedy or recourse of any nature whatsoever it may have now or at any other time against Metro and the FTA.

In the event of termination for convenience, Metro shall be responsible to pay the Contractor only for all authorized Work performed up to the date of termination and conforming to the Contract, without allocation of profit for unperformed, remaining or incomplete Work. In no event shall the aggregate charges to be paid by Metro pursuant to the preceding sentence exceed the Contract price. In the event of such termination, Contractor shall have no recourse against

Metro except as earlier stated in this Section (b) and as follows: Contractor shall be entitled to receive reimbursement from Metro an amount equal to the sum of: (i) the reasonable out-of-pocket costs actually and necessarily incurred by Contractor in withdrawing its equipment and personnel from the Work and otherwise demobilizing; (ii) the actual, reasonable and necessary costs reasonably incurred by Contractor in terminating those contracts, not assumed by Metro, for Subcontractors; (iii) provided, however, Contractor shall not be paid for any Work after receipt of such notice or for any costs incurred by Subcontractors after receipt of Customer's termination notice, or for Work which Contractor could reasonably have avoided Contractor. Contractor shall document any cost claimed by it to Metro's reasonable satisfaction and shall supply Metro with copies of all invoices for Subcontractors covering the amounts claimed as costs for such purpose. Contractor shall submit an invoice to Metro for reimbursement claimed by Contractor with all supporting information and requisite documents. Unless disputed in good faith by the Metro, Customer shall be paid such amounts within thirty (30) business days after Customer delivers all Work, completed or not completed, in its then current form, free and clear of all liens and assigns to Metro together with any subcontracts, duly assigned, that Metro is willing to assume.

Suspension by Metro.

Upon seven (7) days' prior notice, the Metro may suspend, delay, or interrupt for up to six (6) months the Work or the Project for the convenience of the Metro. In the event such suspension, delay, or interruption causes a change in Contractor's cost or time required for performance of the Work, the Parties will agree on an equitable adjustment through a written amendment to the Contract to be signed by Metro and Contractor. Metro may withdraw a suspension upon five- (5) days' written notice to Contractor. Any suspension, delay or interruption that exceeds six (6) months shall be deemed to be a termination by Metro and Contractor shall be compensated by Metro as if this were a termination for convenience.

Termination for Default by Metro.

Without prejudice to any other remedy or recourse, including its right to seek damages, Metro may:

- (a) Terminate the Contract effective immediately upon Contractor's receipt of written notice from Metro specifying any of the following events:
- i. Insolvency of Contractor.
 - ii. The filing of a meritorious petition of bankruptcy by or against Contractor or the filing of any petition by Contractor seeking protection under Chapters 7, 11 or 13 of the United States Bankruptcy Code.
 - iii. The conviction of Contractor of a felony in connection with the Work.
 - iv. Failure to materially comply with any of the Laws.
 - v. Any attempt to evade any material provision of the Contract or to practice any fraud or deceit upon Metro.
 - vi. The failure of Contractor or any of its Subcontractor's to fully comply with the lawful directives or cooperate with requests of Metro inspectors or other officials administering or monitoring Work, including any federal, state or other public authority.
 - vii. The failure to provide any required bond within ten (10) days of notice of the award of the Contract.
 - viii. Any material misrepresentation by Contractor made at any time.
 - ix. Contractor improperly assigns or attempts to assign the Contract or any of the Work.

- x. The failure to properly maintain, provide or permit Metro access to any books, records, bank accounts or documentation related to the Contract.
- (b) Terminate the Contract, if any of the following (which shall also constitute a material default or breach of the Contract) is not cured to the satisfaction of the Metro within the earlier of thirty (30) days or the time prescribed therefor, in either event from the receipt of written notice from the Metro specifying such breach or default:
 - i. Contractor fails to conform operations, which are in violation of the Laws because of a change in the Laws within 30 days following the effective date of such change.
 - ii. The failure to promptly pay any sums due to Metro within 5 days of notice.
 - iii. Contractor refuses or fails to timely commence or perform the Work.
 - iv. Contractor refuses or fails to supply enough properly skilled workers, or proper materials or Subcontractors to timely perform the Work.
 - v. Contractor fails to comply promptly with rejection notices or notices to correct defects in the Work.
 - vi. Contractor causes or permits any repudiation, lapse or cancellation of required insurance or bonds.
 - vii. Any other material breach or default of any covenant, term, condition or provision the Contract, whether or not specified in this Section.

Termination under this Section (b) shall be effective as of the expiration of the period so specified without the necessity of further action by Metro.

Wrongful Termination by Metro.

In the event Metro shall wrongfully terminate the Contract, unless otherwise agreed by the Parties in writing, to re-instate or otherwise continue the Contract in accordance with its terms, the Metro's termination shall be construed to be a termination for convenience.

Future Breach Not Waived.

No waiver by Metro of any breach or default by Contractor under the Contract shall operate or be construed to operate as a waiver of any other existing or future breach or default, whether of a similar or different character. Failure of the Metro to insist upon strict performance of any provision under this Agreement shall not constitute a waiver of, or estoppel against asserting the right to require strict performance of any other provision of this Agreement or the same provision in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later default or breach. No waiver by any Person of any default by any Party in the performance of any provision, condition or requirement herein shall be deemed to be a waiver of, or in any manner release of, said Party from performance of any other provision, condition or requirement herein; nor shall such waiver be deemed to be a waiver of, or in any manner a release of, said Party from future performance of the same provision, condition or requirement. Any delay or omission of any Party to exercise any right hereunder shall not impair the exercise of any such right, or any like right, accruing to it thereafter. No waiver of a right created by this Agreement by one or more Parties shall constitute a waiver of such right by the other Parties except as may otherwise be required by law with respect to Persons not parties hereto. The failure of one or more Parties to perform its or their obligations hereunder shall not release the other Parties from the performance of such obligations.

Contractor's Right to Terminate.

Contractor shall not be entitled to terminate the Contract for any reason except as provided in this Section. In the event that the Metro fails to timely pay to Contractor any undisputed amounts due pursuant to the terms of the Contract, Metro shall be in default under this Contract and Metro shall be allowed thirty (30) days from receipt of a written notice of such default from Contractor in which to cure such default, after which Seller may immediately terminate this Contract by written notice to Buyer. Any amount disputed by Metro to be due under this Contract must be disputed in good faith.

Waiver of Contractor's Other Remedies. Except as provided in Section (6), Contractor waives any claim or other right it may have to proceed in law or equity against Metro or to otherwise obtain any money or any damages under or in respect to this Contract for any wrongful or other termination or for any default or breach in the keeping or performance of any warranty, covenant or obligation under or in respect to this Contract by Metro or for any other act, operation or omission of Metro in respect to the Contract, under any theory whatsoever.

CIVIL RIGHTS (All)

The Metro is an Equal Opportunity Employer. As such, Metro agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Metro agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or firm for employment because of Race, Color, Creed, Religion, Sex (including pregnancy), Mental/Physical Disability, Age (40 or over), National Origin, Genetic Information or any other basis prohibited by law. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Creed, Religion, Sex (including pregnancy), Mental/Physical Disability, Age (40 or over), National Origin, Genetic Information or any other basis prohibited by law - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that firms are employed, and that employees are

treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, the Americans With Disabilities Act of 1990, as amended, 42 USC 12101 *et seq*, the Architectural Barriers Act of 1968, as amended, 42 USC 4151 *et seq*, and Federal Transit Law at 49 USC 5332, the Contractor agrees it will not discriminate against individuals on the basis of disability. IN addition, the contractor agrees to comply with any implementing requirements the FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The Transit Authority of the City of Omaha d/b/a Metro has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. Metro has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, Metro has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of Metro to ensure that DBEs as defined in part 26, have an equal opportunity to receive and participate in DOT–assisted contracts. It is also our policy:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- To help remove barriers to the participation of DBEs in DOT-assisted contracts;
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The Director of Legal/Human Resources has been delegated as the DBE Liaison Officer (DBELO). In that capacity, the Director of Legal/Human Resources is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by Metro in its financial assistance agreements with the Department of Transportation.

The Metro Board of Directors has adopted a formal Operating Policy demonstrating the company's commitment to implementing all aspects of the DBE program which has been disseminated to managers and officials responsible for procurement of goods and services. The Policy Statement is posted on company Bulletin Boards. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts by posting the statement on the company's website and including the Statement of Policy in solicitation documents.

The (Contractor, Sub-recipient, or Sub-contractor) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the (Contract or Agreement). The requirements of 49 C.F.R. Part 26 or at another Part if reissued and the Recipient's U.S. DOT-Approved Disadvantaged Business Enterprise (DBE) Program (where required) are incorporated in this (Contract or Agreement) by reference. Failure by the (Contractor, Sub-recipient, or Sub-contractor) to carry out these requirements is a material breach of the (Contract or Agreement), which may result in the termination of the (Contract or Agreement) or such other remedy as the Recipient deems appropriate.

The prime contractor agrees to pay each sub-contractor under this prime contract for satisfactory performance of its contract within thirty (30) days following satisfactory performance of the sub-contractor's work. The prime contractor further agrees to return any retainage payments to each subcontractor within thirty (30) days upon satisfactory completion of the sub-contractor's work. Any delay or postponement of payment may occur only for good cause following written approval of Metro. This clause applies to both DBE and non-DBE sub-contractors.

Failure by the contractor to carry out these requirement is a material breach of contract, which may result in termination of the contract or other such remedy as the Metro deems appropriate, which may include, but is not limited to: withholding monthly progress payment, assessing sanctions, applying liquidated damages or disqualifying the contractor from future bidding opportunities as a non-responsible contractor.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, March 8, 2013, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of Metros requests, which would cause Metro to be in violation of the FTA terms and conditions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contractor shall verify that it's principals, affiliates, and subcontractors are eligible to participate in federally funded contracts and are not presently declared by any Federal Department or agency to be: Debarred from participation in any federally assisted Award, Suspended from participation in any federally assisted Award, Proposed for debarment from participation in any federally assisted Award, Declared ineligible to participate in any federally assisted Award, Voluntarily excluded from participation in any federally assisted Award, or Disqualified from participation in ay federally assisted Award.

The contractor certifies the following by submitting a bid, or agreeing to these clauses; The certification in this clause is a material representation of fact relied upon by Metro. If it is later determined by Metro that the contractor or CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The contractor or contractor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor or contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The contractor or CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISPUTE / CONTINUING PERFORMANCE

In the event of any dispute between Metro and Contractor with respect to the interpretation of this Contract, any required payment under or the performance required by this Contract, including any dispute which may result in a claim, (a "Dispute"), the aggrieved Party shall notify the other in writing of the Dispute then existing (the "Dispute Notice"). In order for a Party to proceed under this Section, the Dispute Notice must specifically state that the aggrieved Party is invoking the Dispute procedure of this Section. The Parties shall then make a good faith attempt to resolve the Dispute, first through direct discussions between their respective designated representatives. In the event the designated representatives are unable to reach agreement then upon the written request of either Party, each of the Parties will appoint a designated executive whose task it will be to meet for the purpose of endeavoring to resolve such dispute. The designated executives shall meet in Omaha Nebraska as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. Such executives will discuss the problem and/or negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto. No action for the resolution of such dispute outside of these procedures shall be taken by either Party until one of the designated executives concludes in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely and so notifies the other designated executive in writing either party in its sole discretion may invoke litigation, provided that failure to invoke litigation shall not be a waiver of any such Dispute except as otherwise provided in the Contract. During any mediation or litigation which arises out of a Dispute, all parties will continue to perform pursuant to the Contract, without prejudice to the express rights of Metro or Contractor set forth in this Section to terminate the Contract. In addition to the specific rights of termination and suspension as set forth, Metro and Contractor shall have also available the remedy of specific performance, which may be raised as a defense in any action commenced prior to the Parties' compliance with this Section

LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall execute and submit with their bid or offer, the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a

member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

CLEAN AIR

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

RECYCLED PRODUCTS

These requirements apply to contractors and sub-contractors at all tiers. The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds.

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

PATENT AND RIGHTS IN DATA

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under the Contract, whether or not a copyright has been obtained; any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract,

is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS (All ITS Projects)

The Recipient agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. § 502 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 *et seq.*, January 8, 2001, and other Federal requirements that may be issued.

ADA ACCESS

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural

Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project

FEDERAL PARTICIPATION

In the announcement of any third party contract award for goods or services (including construction services), having an aggregate value of \$500,000 or more, Metro will specify the amount of Federal assistance to be used in financing that acquisition of goods and services, and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract.

STATE AND LOCAL LAW DISCLAIMER

All regulations listed in this document apply to the Third Party Contractor in the same manner as they apply to Metro. Offers are to be received and reviewed, but no contract shall be awarded until all applicable Federal, State and Local Government regulations have been complied with

SPECIAL PROVISION – TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the Grantee is encouraged to comply with the terms of the following Special Provision.

a. Definitions - As used in this Special Provision:

1) Driving

Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. Driving does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

2) Text Messaging

Means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety - The Grantee is encouraged to:

1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-

a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;

- b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
 - c) Any vehicle, on or off duty, and using an employer supplied electronic device.
- 2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:
- a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- 3) Include this Special Provision in its sub-agreements with its sub-recipients and third party contracts and also encourage its sub-recipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each sub-agreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

EXHIBIT A
RECEIPT OF FEDERAL CLAUSES

Project: Strategic Planning Services	Date
Project No. NE-90-X104	Specification No. 07-17

I have reviewed the attached Federal Clauses for Procurement of Materials and Supplies in conjunction with Metro’s procurement of **NE-90-X104 Spec #: 07-17 Strategic Planning Services** for which _____ has provided qualifications for consideration and hereby affirm that _____ shall conform to and abide by all aforementioned requirements as set forth and any amendments thereto.

Authorized Representative

Title

Company Name	DUNS/TINS Number
--------------	------------------

Date

EXHIBIT B

Debarment and Suspension Certification for Prospective Contractor

Primary covered transactions must be completed by contractor for contract value over \$25,000.

Choose one alternative:

– The contractor, _____ certifies to the best of its knowledge and belief that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
- 4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR

– The contractor is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.) The contractor certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

– Executed in:
Name:

Authorized Signature

Title

Date

– DUNS/TIN Number:

EXHIBIT C

Debarment and Suspension Certification (Lower-Tier Covered Transaction)

This form is to be submitted by each Subcontractor receiving an amount exceeding \$25,000.

- The prospective lower-tier participant (contractor) certifies, by submission of this Proposal, that neither it nor its "principals" as defined at 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

If the prospective contractor is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an "X" in the following space: _____

THE CONTRACTOR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE CONTRACTOR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Name and title of the contractor's authorized official:

Authorized signature

Date

DUNS/TIN Number:

EXHIBIT D

Non-Collusion Affidavit

This affidavit is to be filled out and executed by the contractor; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the contractor should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

<p>– State of _____, County of _____</p> <p>I, _____, being first duly sworn, do hereby state that (Name of Affiant)</p> <p>I am _____ of _____ (Capacity) (Name of Firm, Partnership or Corporation)</p> <p>whose business is _____</p> <p>and who resides at _____</p> <p>and that _____ (Give names of all persons, firms, or corporations interested in the bid)</p> <p>is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of Metro, is directly or indirectly interested therein.</p> <p>_____</p> <p>Signature of Affiant Date</p>	
<p>Sworn to before me this _____ day of _____, 20____.</p> <p>_____</p> <p>Notary public My commission expires</p>	<p>– Seal</p>

EXHIBIT E Lobbying Certification

The Contractor certifies, to the best its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE CONTRACTOR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE CONTRACTOR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the Contractor or Contractor's authorized official: _____

Title: _____

Signature

Date

EXHIBIT F

Project: Strategic Planning Services	Date
Project No. NE-90-X104	Specification No. 07-17

Request for Clarifications/Substitutions

Project Title: _____ Date: _____

Company Name: _____ Page No: _____

Document Reference (check one):

General Requirements: _____

Specifications: _____

Section Number: _____

Section Title: _____

CONTRACTOR'S REQUEST:

METRO RESPONSE:

Approved _____

Denied _____

Metro Comments:

Metro Authorized Signature

Date of Response

Grant Administrator

Metro Transit, 2222 Cuming Street, Omaha, NE 68102 jrumery@ometro.com

EXHIBIT G

Project: Strategic Planning Services

Date

Project No. NE-90-X104

Specification No. 07-17

In submitting this Bid, I hereby acknowledge receipt of addendum # ____ through ____.

Print Name of Firm

Print Name of Authorized Representative

Print Email Address

Print Title of Authorized Representative

Print Street Address / Mailing Address

Area Code & Telephone Number

Area Code & Fax Number

Signature of Authorized Representative

This form must be signed and submitted in bid package. All signatures must be original.

EXHIBIT H

BIDDERS LIST DATA FORM	
<p>Metro is required pursuant to 49 CFR Part 26(c) to create and maintain a comprehensive Bidders List. This Bidders List Data Form will be used to collect bidder information used to determine the relative availability of Disadvantaged Business Enterprise (DBE) and non-DBEs, and will assist with establishing Metro’s annual DBE goal. Metro’s Bidders List is a compilation of bidders, proposers, quoters, subcontractors, and suppliers of materials and services who have submitted bids during the advertising period of a solicitation for services and/or goods. <u>Please print legibly and provide the following information:</u></p>	
PART A: BUSINESS DATA	
1.	Business Name: _____
2.	Business Address: _____ _____
3.	Contact Person: _____ Title: _____
4.	Phone: () _____ Fax: () _____
5.	Email Address: _____
6.	Is this business a certified DBE under Nebraska’s Department of Roads Unified Certification Program? ___ Yes ___ No
7.	Age of Business: _____ Years _____ Months
8.	Business Annual Gross Receipts:
	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000 to \$1,000,000 <input type="checkbox"/> \$1,000,000 to \$2,000,000 <input type="checkbox"/> \$2,000,000 to \$5,000,000 <input type="checkbox"/> >\$5,000,000
PART B: PROJECT AND WORK DESCRIPTION	
9.	Project Name: _____
10.	Provide a brief description of the scope of work, service, and/or materials to be performed or furnished: _____ _____ _____
11.	Provide the NAICS code(s) that best defines your business: _____
12.	Will the business subcontract any of work, service, and/or materials? ___ Yes* ___ No (*If Yes, then the subcontractor(s) must also complete an individual Bidders List Data Form.)
PART C: SIGNATURE	
<p>The undersigned hereby declares that the information set forth on this form is current, complete and accurate.</p>	
Authorized Signature:	_____ Date: _____
Printed Name:	_____ Title: _____



EXHIBIT I

Conflict of Interest Disclosure Statement

Project Name: Strategic Planning Services

As the Contractor's project manager or approved representative, I, hereby certify that:

I am familiar with the attached conflict of interest guidance and the conflict of interest laws including, but not limited to, 49 CFR 18.36, 48 Fed Reg. 34263, 40 CFR 1506 and Nebraska Rev. Stat. §§49-1401 to 1444 and 49-1493 to 14,104.

And to the best of my knowledge and belief, of all relevant facts – concerning past present or currently planned interests or activities (financial, contractual, organizational or otherwise that relate to the proposed work and bear on whether I have or my organization has a possible conflict of interest), determined that, for myself, any owner, partner or employee with my firm or any of my sub-consulting firms providing services for this project, including any family members and personal interests, that for the above referenced project:

- No real or potential conflicts of interest exist with respect to (1) be able to render impartial, technically sound, and objective assistance or advice and (2) being given an unfair competitive advantage
- Real conflicts of interest or the potential for conflicts of interest exist.

Furthermore, I certify that I have reviewed the proposed scope of work and project area and to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons that are no financial or other interests in the outcome of the project, including but not limited to work associated with the Bus Rapid Transit Final Design unless described and noted on the attached.

If a real or potential conflict has been identified, describe on the attached sheet the nature of the conflict, including the information requested on the reverse side of this form for the type of conflict being reported, and provide a detailed description of Contractor's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to Metro.

Furthermore, I certify that for myself, any owner, partner or employee with my firm or any of my sub-consulting firms providing services for this project, will comply with professional codes of conduct governing participation in the above referenced project and whenever conducting business on behalf of Metro.

I recognize that a conflict of interest disclosure is an ongoing obligation. Should I or my organization become aware of any actual or potential conflicts of interest during the performance of this contract, I or my organization will advise Metro and propose mitigation or explain why none is needed.

Conflicts of interest or the failure to disclose conflicts, real or potential, may preclude award of a contract or termination of a contract for cause.

Signature: _____

Printed Name: _____

Organization: _____

Title: _____

Date: _____



Conflict of Interest Disclosure Form

The following Sections are provided as guidance in determining whether a real or potential Conflict of Interest (COI) exists and in disclosing details concerning potential conflicts of interest.

Section 1 – Contractor Officer or Employee COI

Is there anyone in your firm or business who is either; (1) employed by, on a full or part time basis; or (2) a public official or agent of, the local public agency or partner agencies from whom this Request for Qualifications (RFQ) has been received?

If yes, please list below: (1) the name, address and phone number of the person(s); (2) the position held by that person(s) with Contractor; (3) the position held by that person(s); and (4) a detailed description of the duties of that person(s) for the local public agency, including whether that person(s) has any duties concerning the negotiating, approving, accepting or administering of any contract or subcontract for the federal-aid transportation project?

Section 2 – Persons Associated with local public agency, Financial or Personal Interest Conflict of Interest

The potential for conflicts of interest extends to persons associated with a local public agency official, employee or agent. There may be a conflict of interest on a federal-aid project if a person associated with an official, employee or agent has a financial or personal interest in a consulting firm or business providing services for a project. These indirect conflicts of interest can extend to the following persons associated with an LPA official, employee, or agent: (a) Any member of his [or her] immediate family; (b) his [or her] partner; or (c) an organization which employs, or is about to employ, any of the above, when that organization has a financial or other interest in the firm selected for award. Is there anyone with a financial or personal interest in your firm or business who is associated with (as listed in the preceding sentence) and responsible for negotiating, approving, accepting or administering any contract or subcontract on behalf of Metro for this project?

If yes, please below: (1) the name, address and phone number of the person(s); (2) the nature of the financial or personal interest in firm; (3) the person’s relationship to Metro, including the position held by the official, employee or agent of Metro; and (4) a detailed description of the duties of the official, employee or agent of Metro, including whether that person(s) has any duties for the Metro concerning the negotiating, approving, accepting or administering of any contract or subcontract for Metro’s federal-aid transportation project?

Section 3 – Real Estate COI

If Contractor (or sub-Contractor) has an interest in real estate located along or near the project **that might be acquired, in whole or in part**, for this federal-aid transportation project, which interest is either; (1) through anyone in Contractor’s organization, including a member of immediate family or a sub-Contractor, having an ownership interest in; or (2) through a client for whom Contractor has been retained to provide professional services to the owner for that tract of land, then Contractor must disclose such interest and abstain from being involved in any aspect of the right-of-way valuation or acquisition process for the federal-aid transportation project.

If either of these situations exist, please provide below: (1) the name of the owner, the address and legal description of the property, and a description of the Contractor’s interest in the property; (2) a map or aerial photo identifying the location of the property; (3) a description of the potential need or use of this property for the federal-aid transportation project; and (4) a declaration by Contractor that it will comply with the third sentence of 23 CFR Section 1.33.

Section 4 – Outcome of Project bias/Objectivity

If Contractor, agent or subContractor because of other activities, financial interests, relationships, or contracts is unable, or potentially unable, to render impartial assistance or advice to the grantee (including the appearance of inability), then the Contractor must disclose such interest.

If any of these situations exist, please list below the nature of any potential partiality or appearance of any potential bias when Contractor, agent or subContractor has or at any time during the life of the contract, any pecuniary or other interests in the outcomes of the project not listed above.

Section 5 – Unfair Competitive Advantage

Unfair competitive advantage occurs when one contractor has information not available to other contractors in the normal course of business. For example, an unfair competitive advantage would occur when a contractor developing specifications or work statements has access to information that the grantee has paid the contractor to develop, or information which the grantee has furnished to the contractor for its work, when that information has not been made available to the public. Another example where an unfair competitive advantage might arise is where a contractor is allowed to write specifications or statements of work around its own or an affiliate’s corporate strengths or products and then compete for a contract based on those specifications. If an individual employee has access to inside information, a possible solution would be to wall off that employee, so he cannot give his employer an unfair competitive advantage.

If any of these conditions exist, describe below (1) the nature of the unfair competitive advantage including the type of information involved, (2) its source, and (3) the dates when such information was obtained or generated.

Section 6 – Supplemental

Do you (or your organization or subcontractor(s)) have or have you ever had any contracts, agreements, special clauses or other arrangements which prohibit you from proposing work to be performed in this solicitation or any portion thereof:

To avoid what you perceive as a possible conflict of interest do you or your organization or subcontractors propose to exclude portions of the proposed work; employ special clauses; or take other measures?

Other relevant information pertaining to a conflict of interest or potential for a conflict of interest:

Section 7 – Mitigation Plan

If applicable, please describe any proposed mitigation measures or plan:

Signature: _____

Printed Name: _____

Organization: _____

Title: _____

Date: _____

EXHIBIT J REQUIRED DBE PARTICIPATION FORM

All bidders/offerors are required to complete and **submit this form with their bid.**

Base Bid

The DBE goal for this project is 25% of bidder's total base bid.

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder / offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of 25%) is committed to a minimum of _____ % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of Letting Agency: Metro		Name of Project: Strategic Planning Services		
METRO Project #: NE-90-X104		METRO Specification #: 07-17		
	Name of Certified DBE	Description of Work or Line Item Number	\$ Amount to be Paid DBE	Amount to be Credited Toward Goal
1				
2				
3				
4				
5				

NOTE: Overhead costs are not eligible for DBE credit. Show only the amount that will actually be paid to the DBE. Only 60% of the amount paid to a DBE supplier, for materials, may be credited toward the goal.

_____ Print Name of Firm

_____ Print Name of Authorized Representative _____ Print Email Address

_____ Print Title of Authorized Representative

_____ Print Street Address/Mailing Address (including City, State & Zip)

_____ Area Code & Telephone Number _____ Area Code & Fax Number

_____ Signature of Authorized Representative

(NOTE: If additional sheets are needed, attach to this sheet. However, show the contract total on this sheet.)

EXHIBIT K

REQUIRED DBE CONFIRMATION FORM

All bidders/offerors are required to have DBEs complete this form and **submit it with their bid.**

Base Bid

Name of Letting Agency: Metro	Name of Project: Strategic Planning Services
METRO Project #: NE-90-X104	METRO Specification #: 07-17
Item Number or Description of Work to be Completed by This DBE:	
Dollar Amount of Work to be Completed by This DBE:	

Print Name of Firm

Print Name of Authorized Representative

Print Email Address

Print Title of Authorized Representative

Print Street Address/Mailing Address (*including City, State & Zip*)

Area Code & Telephone Number

Area Code & Fax Number

Signature of Authorized Representative